

**EMPLOYMENT AGREEMENT FOR CITY CLERK  
CITY OF EDGEWATER, FLORIDA**

THIS AGREEMENT made and entered into this 28<sup>th</sup> day of July, 2025, by and between the CITY OF EDGEWATER, FLORIDA, a municipal corporation of the State of Florida (hereinafter “City”), and Kelly Ellen McQuillen (hereafter “City Clerk”).

**WITNESSETH:**

WHEREAS, Kelly Ellen McQuillen has demonstrated through professional and educational experience and performance the level of professional and administrative competency desired by the City in its City Clerk; and

WHEREAS, as provided by the City Charter, the City Council has the authority to employ the City Clerk; and

WHEREAS, the City is desirous of employing Kelly Ellen McQuillen as its City Clerk; and

WHEREAS, Kelly Ellen McQuillen has indicated willingness to accept the responsibilities and render specific performance to the City as City Clerk; and

WHEREAS, both parties feel it would be mutually beneficial to have a contract of employment between the City and the City Clerk setting forth agreements and understandings which (1) provide inducement for Kelly Ellen McQuillen to accept the job of City Clerk, (2) make possible full work productivity by assuring Kelly Ellen McQuillen’s morale and peace of mind, and (3) provide a just means for modifying Kelly Ellen McQuillen’s services at such time as the City may desire.

NOW, THEREFORE, in consideration of the mutual covenants and promises which the parties set forth below, the City and the City Clerk agree as follows:

**1. EMPLOYMENT OF CITY CLERK.** The City hereby employs Kelly Ellen McQuillen as City Clerk and Kelly Ellen McQuillen hereby accepts such employment upon terms and conditions hereinafter set forth.

**2. TERM.**

2.1 The term of this Agreement shall commence on July 28, 2025 and shall continue until January 28, 2026 or until such time the City Council or the City Clerk desires to terminate this Agreement prior to January 28, 2026.

2.2 The City Clerk shall serve at the pleasure of the City as provided in the City Charter and Code of Ordinances. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the City Clerk at any time.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Clerk to resign at any time from the position of City Clerk, subject only to the provisions herein.

**3. DUTIES.** The City Clerk shall perform those duties specified in Section 4.06 of the City Charter, City of Edgewater, Florida, as it may from time to time be amended, the City Job Description for City Clerk, and all other applicable laws and regulations, and such other legally permissible and proper duties as she may be directed to perform by the City Council. Section 4.06 is attached hereto and incorporated by reference as Exhibit "A." The City Job Description for City Clerk is attached hereto and incorporated by reference as Exhibit "B."

**4. COMPENSATION.** Effective July 28, 2025, the City Clerk shall receive annual compensation of Eighty-Five Thousand and no/100 Dollars (\$85,000.00) payable as employee checks are issued by the City. The City will make standard payroll deductions from each paycheck for federal income tax, Social Security and Medicare. The City Clerk may designate amounts out

of her annual compensation to be paid by the City as deferred compensation, and such payments shall be deposited into the deferred compensation plan selected by the City Clerk and deducted accordingly from the annual compensation payments. The City Council shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the City Clerk, except in the event, and to the degree, a reduction is made across-the-board for all employees of the City. .

## **5. BENEFITS.**

5.1 Leave Time. The City Clerk shall be entitled Personal Time Off (PTO) based on her anniversary date and number of years of service with the City in accordance with the City's Personnel Policy and Procedures Manual.

5.2 Insurance. The City shall provide and pay the premium for HDHP health insurance with a HSA and dental insurance for the City Clerk and dependents at no cost to the City Clerk. The City shall provide and pay the premium for basic term life insurance and long term disability insurance. Health, dental, basic term life and long term disability insurance for the City Clerk will commence on the first of the month after hire date. The City reserves the right, in its discretion, to modify coverage, insurance providers and benefits as may be necessary and consistent with the benefits provided to its Directors/Deputy Directors.

5.3 Retirement. The City shall contribute an amount equal to 12% of the City Clerk's annual gross base salary to the 401(a) defined contribution plan.

5.4 License Fees, Membership Dues and Training Expenses. The City shall pay or reimburse the City Clerk for reasonable professional license fees, membership dues and training expenses directly associated with the City Clerk's job duties including the International Institute of Municipal Clerks (IIMC) dues, Florida Association of City Clerks (FACC) dues and other

organizations approved by the City Council where such memberships would be beneficial to the City. The City shall also pay for fees associated with travel, per diem and associated fees related to annual conferences for IIMC and FACC. Such payment or reimbursement shall be limited to budgeted amounts and consistent with all City policies. Reimbursement under this section for any expense greater than \$1,000.00 shall require prior approval of the City Council. Such approval shall be considered as given if the expense is included in the annual operating budget of the City.

5.5 Cellular Phone. The City shall provide the City Clerk a monthly cell phone allowance in accordance with the Administrative Policies, 300.04 cell phone allowance.

**6. INDEMNIFICATION.** Subject to the provisions of insurance defense coverage, and consistent with federal, state and local law, the City shall defend, save harmless and indemnify the City Clerk acting within the scope of her employment, against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the City Clerk's duties as City Clerk, or resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities, unless the act or omission involved willful or wanton conduct or where the City Clerk exceeds the scope of her authority or in the case of a conviction for any crime involving moral turpitude or a crime relating to official duties. The City shall provide the City Clerk's legal defense, court costs and other reasonable costs and expenses of such legal proceedings, and any other liabilities incurred by, imposed upon, or suffered by the City Clerk, not limited to judgments or settlements in connection with or resulting from any claim or action, suit, or proceeding, whether actual or threatened, arising out of or in connection with the performance of the City Clerk's duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this section, to be available to the City Clerk.

**7. TERMINATION OF AGREEMENT.**

7.1 The City has the inalienable right under law for employing and terminating a City Clerk.

7.2 The City Clerk acknowledges that there is no contractual or other right to occupy the position of City Clerk after termination. The City Clerk acknowledges that her employment with the City constitutes “at-will” employment.

7.3 This Agreement may be terminated by the City, and the City Clerk removed from her position, with or without cause, or for any or no cause, at any time during the term of this Agreement, without advance notice.

7.4 Termination of the City Clerk’s employment shall occur when three or more members of the City Council vote to terminate the City Clerk’s employment at a duly authorized public meeting.

7.5 If the City Clerk’s employment is terminated by the City, the City Clerk resigns, or the City Clerk otherwise ceases employment with the City, no further compensation will be paid by the City.

**8. VOLUNTARY RESIGNATION.** This Agreement may be terminated by the City Clerk upon thirty (30) days notification to the City, unless the City Council, in its sole discretion, elects to shorten the minimum notice set forth in this paragraph. If termination as City Clerk is due to a voluntary resignation submitted by the City Clerk, no further compensation will be provided to the City Clerk after the thirty (30) day notification period has expired.

**9. OUTSIDE EMPLOYMENT.** The City Clerk recognizes and understands that the position of City Clerk shall require her full-time attention and, accordingly, agrees to devote all time necessary to fully discharge her duties. The City Clerk shall refrain from accepting any

engagement which would interfere in any way with the faithful performance of her services to the City. However, nothing in this Agreement will be construed so as to prevent the City Clerk from accepting honoraria or consulting fees from educational institutions, units of local government or state agencies for lecture, articles, instructional material, and consultation in the area of local government which shall not be in conflict with the City Clerk's responsibilities with the City.

**10. BONDING.** The City shall bear the full cost of any fidelity or other bonds required of the City Clerk under the City Charter or any law or ordinance.

**11. GENERAL PROVISIONS.**

11.1 Severability. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal in federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force.

11.2 This Agreement shall be construed in accordance with, and governed by the laws of the State of Florida. Venue for any cause of action shall be in Volusia County, Florida.

11.3 The parties agree that in the event they cannot resolve a dispute hereunder, they shall mutually participate in a mediation process, to be conducted by a Florida Circuit Court mediator, mutually selected and paid for by the City, prior to any lawsuit being filed.

11.4 This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and is the final, complete and exclusive expression of the terms and conditions of their Agreement. Any and all prior agreements, representations, negotiations and understandings made by the parties, oral and written, express or implied, are hereby superseded and merged herein.

11.5 Any amendment, modifications, or variations from the terms of this Agreement shall be in writing, shall be effective only upon approval of such amendment,

modification, or variation by the City Council, and shall not operate as a termination of this Agreement.

11.6 Any covenant or provision contained herein which does not comply with the laws of the State of Florida in existence from time to time during the term of this Agreement shall be deemed amended to comply with such laws.

**12. NOTICES.** Notice pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

If to City:  
Mayor  
City of Edgewater  
Post Office Box 100  
Edgewater, FL 32132-0100

If to City Clerk:  
Kelly Ellen McQuillen  
2021 India Palm Drive  
Edgewater, FL 32141

With copy to:  
City Manager  
City of Edgewater  
Post Office Box 100  
Edgewater, FL 32132-0100

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**13. MODIFICATION OR WAIVER.** Except as otherwise provided herein, this Agreement may not be modified or waived unless in writing and duly executed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have made and entered into this Agreement on the dates listed below:

ATTEST:

CITY COUNCIL OF THE  
CITY OF EDGEWATER, FLORIDA

\_\_\_\_\_  
Monique Toupin, Assistant City Clerk

By: \_\_\_\_\_  
Diezel Depew, Mayor

WITNESSES:

CITY CLERK:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Kelly Ellen McQuillen